

**SCENIC
DEVELOPMENT**
RETIREMENT COMMUNITY DEVELOPERS

EASEMENT AGREEMENT

This "Easement Agreement" is made as of the 7th day of November, 2022, among and between Dave and Carrilee Brown ("as Grantor"), and CCRC of Lee's Summit, LLC (as Grantee"). Together, Grantor and Grantee are referred to as "the Parties".

WITNESSETH

Whereas, Grantor owns certain real estate in Jackson County generally further described as: 1501 SW M 150 HWY Lee's Summit MO, 64082 and;

Whereas, Grantee requires access to provide sanitary sewer and related improvements to Grantee's adjacent real estate generally described as: Jackson County, MO Parcel 69-640-49-99-00-0-00-000 in Lee's Summit, MO and;

Whereas, the Parties wish to enter into an Easement Agreement to allow Grantee the necessary access to permanently install the sanitary sewer and related improvements ("Improvements") and for any other matters required for proper maintenance and operation of the same; and

Now, Therefore, for and in consideration of the covenants and grant of rights hereunder, the Parties hereto mutually agree to a grant of a such beneficial easement across Owner's property as follows:

1. **Grant of Easement**. For the sum of \$ Fifteen Thousand Dollars (\$15,000.00), hooking up Grantor's home on the property to the sanitary sewer described in Exhibit A, and legally vacating Grantor's septic, Grantor hereby grants to Grantee a non-exclusive easement for access to and from, under, over and across the Owner's property as is necessary to construct, implement, maintain and operate the Improvements in, around and upon the easement as is more fully described in the attached Exhibit A;
2. **Conditions of Operations**. All uses of the Grantor's property are made at the risk of the Grantee. Any construction hereunder shall be done at the sole risk of the party having such construction done, and not at the Grantor's risk. Both Grantor and Grantee shall keep and maintain any improvements in good condition and repair, and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, in order to maintain the same in the proper state of condition and repair. Repair of landscaping will be the responsibility of the Grantee. Grantee and Grantor will both approve of plans of replacement and repair to be generated by the Grantee at a later date. Grantee shall operate and maintain its Improvements located on the property of the Grantor without undue interference with the operations of the Grantor. Operations and construction hereunder and the use of the other's property is to be in compliance with all applicable laws, statutes, regulations, rules, zoning laws, environmental laws, health and safety laws, and any other federal, state or local codes and ordinances.

3. Date of Expiration: This Easement shall not expire and will run with the property. Grantee has the exclusive unfettered right to assign, transfer or sell this Easement as part of any sale of Grantee's property.
4. Default: In the event either Party is in default of its obligations hereunder, the other Party shall notify the defaulting party in writing thereof, providing reasonable detail of such default for proper identification, and the grantee shall have thirty days to cure such default; provided, that if the defaulting party shall commence to cure such default within twenty days of receipt of such notice, and shall proceed to cure such default with due diligence, the defaulting party shall have a period of up to ninety days to complete such cure. Notwithstanding the foregoing, if any operation of a party hereto constitutes a present danger to life or property, the party responsible for such condition shall immediately cause the cure of such condition, including as necessary termination of operation of the Improvements causing such condition, until the condition is resolved. Each party shall be entitled to receive injunctive or similar relief to enjoin any default.
5. Insurance: Grantor and Grantee shall keep in effect, at their respective sole cost and expenses, reasonably satisfactory comprehensive general liability insurance covering their respective properties and the easement rights granted hereunder.
6. Termination. Grantee may terminate and abandon any of its easement rights granted hereunder, by written notice to Grantor. If any or all of any Easement granted to a Grantee are taken by condemnation, then such Easement shall terminate at the time of such taking.
7. Cooperation in Operations. The Parties agree to cooperate in good faith with each in order to accommodate the reasonable development of the business and property of the other.
8. Recordation. The Parties shall file a memorandum of record in the property records of Jackson County, Missouri, providing notice of this Easement Agreement.
9. Notices. Any notice and other communication hereunder shall be in writing and shall be deemed to have been duly given upon receipt if (i) hand delivered personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other express carrier, fee prepaid, (iv) sent via facsimile with receipt confirmed, or (v) sent via electronic email with receipt confirmed, provided that such notice or communication is addressed to the Parties at their respective addresses below:
10. Non-Waiver. No delay or failure by either Party to exercise any right under this Easement Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
11. Headings. Headings in this Easement Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. Governing Law; Jurisdiction. The terms and provisions of this Easement Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

13. Dispute Resolution. Any dispute arising from or associated with this Agreement shall first be submitted to mediation. If the matter is not resolved at mediation, then the aggrieved Party shall file its claim for arbitration with the American Arbitration Association.
14. Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
15. Entire Agreement. This Easement Agreement, together with the Exhibits hereto, represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any previous agreements or correspondence between the parties with respect to the same. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Easement Agreement as if set forth in full herein. This Easement Agreement may not be amended, modified, supplemented or altered except through a written agreement signed by the parties.

In Witness Whereof, the parties have executed this Easement Agreement as of the date first above written.

X

Jordan B. Anderson
President of Scenic Development

X

Dave Brown
Property owner and Grantor

X

Carrilee Brown
Property owner and Grantor

SANITARY SEWER EASEMENT

THIS AGREEMENT, made this 28th day of March, 2023, by and between David L Brown and Carrilee Brown, Husband and Wife, **Grantor**, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of Jackson County, Missouri, 220 S.E. Green Street, Lee's Summit, Jackson County, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

A tract of land being located in the Northwest Quarter of Section 36, Township 47 North, Range 32 West, in Lees Summit, Jackson County, Missouri the centerline being more particularly described as follows:

Commencing at the Northwest corner of said Section 36; thence South 87° 53' 46" East along the North line of said Section 36, a distance of 2279.81 feet; thence South 2° 15' 36" West, a distance of 70.15 feet, said point being the Point of Beginning of the 30.00 foot easement being 15.00 feet on either side of the following described centerline: thence South 2° 15' 36" West, a distance of 1247.79 feet to a point on the North line Tract NN of Napa Valley Lots 130A & 132A & Tract NN, a subdivision in said Lees Summit, said point being the Point of Termination. Containing 37,431.54 sf more or less

GRANTEE, its successors and assigns, shall have the right of ownership, use and control of all sanitary sewers, underground pipe, manholes, and all necessary appurtenances on the above described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance

or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

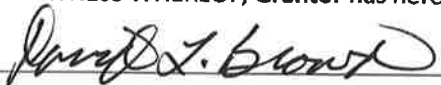
GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor** has hereunto set _____ hand this _____ day of _____, 2023.


Signature

David L. Brown
David L Brown, Husband


Signature

CARRILEE BROWN
Carrilee Brown, Wife

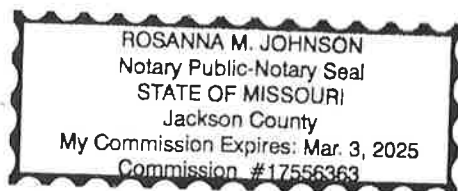
ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

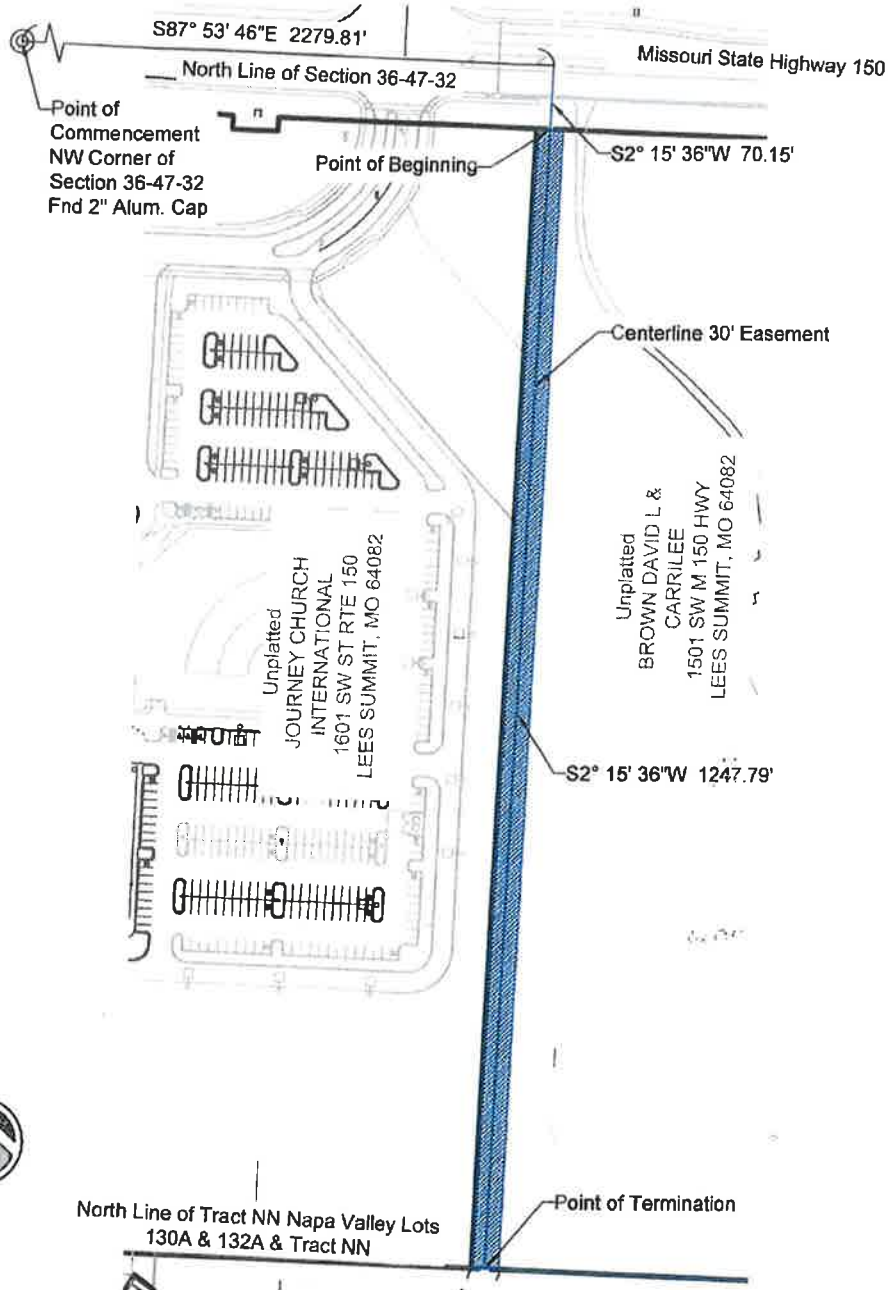
On this 28 day of March, 2023, before me personally appeared David L Brown and Carrilee Brown, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.




Notary Public Signature

Rosanna M Johnson
Print Name



STATE OF MISSOURI
 MATTHEW J. SCHLICH
 PROFESSIONAL LAND SURVEYOR
 No. 2012000102
 Prepared By:
 Matthew J. Schlicht
 PLS-2012000102

Easement Description

Tract NN
 NAPA VALLEY LOTS 130A
 AND 132A AND TR NN

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Easement Exhibit

**Sanitary
 Sewer
 Esmt**

SHEET 1 OF 1

DATE:

3/23/2023

PROJECT NUMBER:

Raintree Village

REV. TO DWG.:

N/A

SCALE:

1"=200'

Easement Exhibit

San. Sewer Easement

Raintree Village

Lee's Summit, Jackson County, Missouri

ENGINEERING
 ENGINEERING & SURVEYING
SOLUTIONS

50 SE 30TH STREET
 LEE'S SUMMIT, MO 64082
 P: (816) 623-9888 F: (816) 623-9849